

Proceedings
of the
County Board
of
McLean County,
Illinois

August 16, 2016

*Subject to approval at
September 20, 2016
County Board Meeting*



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August 16, 2016

The McLean County Board met on Tuesday August 16, 2016 at 9:00 am in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois. The Invocation was led by Member Selzer followed by the Pledge Allegiance and the Roll Call.

The Following Members answered to roll call:

Members, George Wendt, Richard Buchanan, Don Cavallini, George Gordon, Victoria Harris, Mark Johnson, Scott Murphy, Catherine Metsker, Erik Rankin, Susan Schafer, Paul Segobiano, David Selzer, James Soeldner, Laurie Woolrab Josh Barnett, and Chairman, John McIntyre.

The following Members were absent:

Randall Martin and William Caisley

*New Board Member Josh Barnett, after being sworn in, made the attendance 18.

Roll Call and Votes:

A roll was taken after much discussion about the approval of action item F1B regarding the Enterprise Zones.

By a vote of 14 yes and 3 no, the measure was passed.

Yes votes: Chuck Erickson, George Gordon, Victoria Harris, Mark Johnson, Scott Murphy, Erik Rankin, Carlo Robustelli, Susan Schafer, Paul Segobiano, David Selzer, James Soeldner, Laurie Wollrab, Richard Buchanan, and Josh Barnett

No votes: Catherine Metsker, George Wendt and Don Cavallini

For further comments and suggestions you may (refer to audio at <http://www.mcleancountyil.gov/Archive.aspx>).

Other Business and Communication:

Member Soeldner advised Members, regarding the Rules Committee, that anyone with comments, questions or information to please contact Member Soeldner and Chairman McIntyre.

Member Segobiano recognized Ms. Lori McCormick who was in the audience, and congratulated her on her service and retirement; extending his best wishes and thank you for her years of dedication to the County.

Consent Agenda:

The Consent Agenda passed as corrected. The date under 6A was corrected to July 19, 2016. The vote was Unanimous.

Executive Committee:

Chairman McIntyre recommended to the Board, the appointment of Josh Barnett to the County Board, filling the seat of outgoing Member Owens. After the unanimous vote of approval, Mr. Barnett was sworn as District 10 County board Member.

Chairman McIntyre presented the full Board for approval, the list of appointments to the Standing Committees and the Liquor Control Commission. The vote was Unanimous.

Comments ensued by Members Schafer, Buchanan, Gordon, Wendt, and Harris, with Member Johnson congratulating Member Metsker for her due diligence, complimenting her efforts.

Member Segobiano called for the question; the motion passed unanimously to send 7B1a back to the Zoning Board of Appeals for further review.

Transportation Committee:

Chairman Selzer informed the Board about the recent field trip involving becoming more enlightened about the roads in McLean County. (refer to audio for further discussion)

Finance Committee:

Chairman Soeldner – two action items

There followed much discussion on action item F1b. Chairman McIntyre called Kyle Ham, the Director of the Economic Development Council to the podium to address questions regarding the Enterprise Zones. Members Cavallini and Wendt indicated they would be voting against this proposal. (refer to audio for further discussion).

Approval of Bills:

Members Don Cavallini and Laurie Wollrab presented the approval of Bills. Vote was unanimous.

The Board meeting was adjourned at 9:23 am.

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR APPOINTMENT OF SUSAN SCHAFER
AS A MEMBER OF THE
McLEAN COUNTY BOARD OF HEALTH**

WHEREAS, due to the resignation of Benjamin Owens as a McLean County Board member, it is advisable to consider an appointment for his McLean County Board seat on the McLean County Board of Health; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Public Act 86-962 and Illinois Compiled Statutes, Chapter 55, Sec. 5/5 25012 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Susan Schafer as a member of the McLean County Board of Health to complete Mr. Benjamin Owens three year term scheduled to expire on June 30, 2017 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Susan Schafer, the County Clerk, the County Auditor, the County Administrator and the McLean County Health Department.

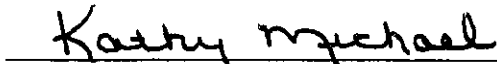
Adopted by the County Board of McLean County, Illinois, this 16th day of August, 2016.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF CLAYTON L. ROSENBERGER
AS A COMMISSIONER OF THE
GOLDEN RULE DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Clayton L. Rosenberger as a Commissioner of the Golden Rule Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Clayton L. Rosenberger as a Commissioner of the Golden Rule Drainage District for a term of three years to expire on the first Tuesday in September, 2019 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Clayton L. Rosenberger, John Freehill, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.


Adopted by the County Board of McLean County, Illinois, this 16th day of August, 2016.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF JAMES MORRISON
AS A COMMISSIONER OF THE
PATTON DRAINAGE DISTRICT**

WHEREAS, due to the expiration of the term of James Morrison as a Commissioner of the Patton Drainage District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of James Morrison as a Commissioner of the Patton Drainage District for a three year term scheduled to expire on the first Tuesday in September, 2019, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to James Morrison and All Freehill, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator.

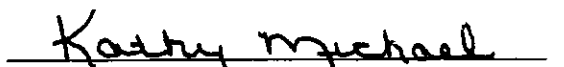
ADOPTED by the County Board of McLean County, Illinois, this 26th day of August, 2016.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF PAUL BIELFELDT
AS A COMMISSIONER OF THE
MACKINAW DRAINAGE DISTRICT**

WHEREAS, due to the expiration of the term of Paul Bielfeldt as a Commissioner of the Mackinaw Drainage District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Paul Bielfeldt as a Commissioner of the Mackinaw Drainage District for a three year term scheduled to expire on the first Tuesday in September, 201, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Paul Bielfeldt and Thomas Brucker, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of August, 2016.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF COLE DOOLEY
AS A COMMISSIONER OF THE
PRAIRIE CREEK DRAINAGE DISTRICT

WHEREAS, due to the expiration of the term of Cole Dooley as a Commissioner of the Prairie Creek Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Cole Dooley as a Commissioner of the Prairie Creek Drainage District for a three year term scheduled to expire on the first Tuesday in September, 2019, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Cole Dooley and John L. Pratt, Attorney for the District, as well as the County Clerk, County Auditor and the County Administrator.

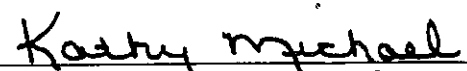
ADOPTED by the County Board of McLean County, Illinois, this 16th day of August, 2016.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF ROBERT FISH
AS A COMMISSIONER OF THE
NORMAL-TOWANDA DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Robert Fish as a Commissioner of the Normal-Towanda Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

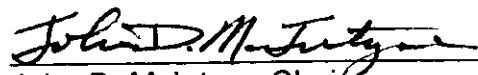
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Robert Fish as a Commissioner of the Normal-Towanda Drainage District for a three-year term scheduled to expire on the first Tuesday in September, 2019 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Robert Fish and Hunt Henderson, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator.

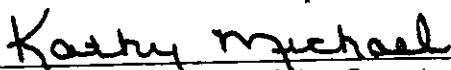
Adopted by the County Board of McLean County, Illinois, this 16th day of August, 2016.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF A. ERIC SNODGRASS
AS A COMMISSIONER OF THE
ADRIAN DRAINAGE DISTRICT

WHEREAS, due to the expiration of the term of A. Eric Snodgrass as a Commissioner of the Adrian Drainage District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 605/4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of A. Eric Snodgrass as a Commissioner of the Adrian Drainage District for a three-year term to expire on the first Tuesday in September, 2019 or until a successor shall have been qualified and appointed.

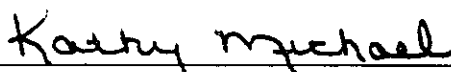
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to A. Eric Snodgrass and John L. Pratt, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator.

Adopted by the County Board of McLean County, Illinois, this 16th day of August, 2016.

APPROVED:


John D. McIntyre, Chair
McLean County Board

ATTEST:


Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF DENNIS BRENT
AS A COMMISSIONER OF THE
BROKAW-BRINING-BAILEY-LINTON DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Dennis Brent as a Commissioner of the Brokaw-Brining-Bailey-Linton Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Dennis Brent as a Commissioner of the Brokaw-Brining-Bailey-Linton Drainage District for a three year term scheduled to expire on the first Tuesday in September, 2019, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Dennis Brent and John L. Pratt, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator.

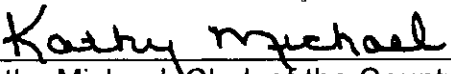
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APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF ROGER SOMMER
AS A COMMISSIONER OF THE
CHENOA DRAINAGE DISTRICT**

WHEREAS, due to the expiration of the term of Roger Sommer as a Commissioner of the Chenoa Drainage District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Roger Sommer as a Commissioner of the Chenoa Drainage District for a three year term scheduled to expire on the first Tuesday in September, 2019, or until a successor shall have been qualified and appointed.

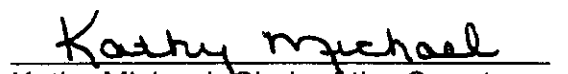
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Roger Sommer and Al Freehill, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of August, 2016.

APPROVED:


John D. McIntyre, Chair
McLean County Board

ATTEST:


Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF LLOYD POWER
AS A COMMISSIONER OF THE
EASTERBROOK DRAINAGE DISTRICT**

WHEREAS, due to the expiration of the term of Lloyd Power as a Commissioner of the Easterbrook Drainage District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Lloyd Power as a Commissioner of the Easterbrook Drainage District for a three year term scheduled to expire on the first Tuesday in September, 2019, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Lloyd Power and Jay D. Reece, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator.

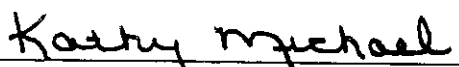
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APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF LONNIE MEINER
AS A COMMISSIONER OF THE
LAWNDALE-CROPSEY DRAINAGE DISTRICT**

WHEREAS, due to the expiration of the term of Lonnie Meiner as a Commissioner of the Lawndale-Cropsey Drainage District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Lonnie Meiner as a Commissioner of the Lawndale-Cropsey Drainage District for a three year term scheduled to expire on the first Tuesday in September, 2019, or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Lonnie Meiner and Tom Brucker, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of August, 2016.

APPROVED:


John D. McIntyre, Chair
McLean County Board

ATTEST:


Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF E. EUGENE ETHERTON
AS A COMMISSIONER OF THE
PRAIRIE CREEK DRAINAGE DISTRICT**

WHEREAS, due to the expiration of the term of E. Eugene Etherton as a Commissioner of the Prairie Creek Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of E. Eugene Etherton as a Commissioner of the Prairie Creek Drainage District for a three year-term scheduled to expire on the first Tuesday in September, 2019, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to E. Eugene Etherton and John L. Pratt, Attorney for the District, as well as the County Clerk, County Auditor and the County Administrator.

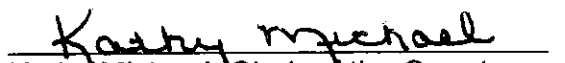
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APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF LARRY WINTERLAND
AS A COMMISSIONER OF THE
MARTIN TOWNSHIP DRAINAGE DISTRICT**

WHEREAS, due to the expiration of the term of Larry Winterland as a Commissioner of the Martin Township Drainage District, it is advisable to consider a reappointment to this position; and,

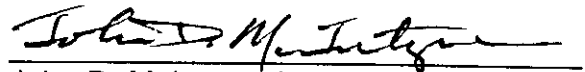
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Larry Winterland as a Commissioner of the Martin Township Drainage District for a three year term scheduled to expire on the first Tuesday in September, 2019, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Larry Winterland, the County Clerk, County Auditor and County Administrator.

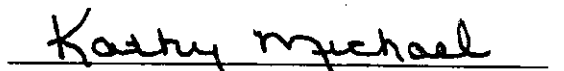
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APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:


Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF MICHAEL DOYLE
AS A COMMISSIONER OF THE
SANGAMON RIVER DRAINAGE DISTRICT**

WHEREAS, due to the expiration of the term of Michael Doyle as a Commissioner of the Sangamon River Drainage District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Michael Doyle as a Commissioner of the Sangamon River Drainage District for a three year term scheduled to expire on the first Tuesday in September, 2019, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Michael Doyle and Hunt Henderson, Attorney for the District, as well as the County Clerk, County Auditor and the County Administrator.

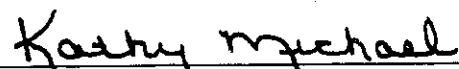
ADOPTED by the County Board of McLean County, Illinois, this 16th day of August, 2016.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF GARY BRENT
AS A COMMISSIONER OF THE
SOUTH EMPIRE DRAINAGE DISTRICT**

WHEREAS, due to the expiration of the term of Gary Brent as a Commissioner of the South Empire Drainage District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Gary Brent as a Commissioner of the South Empire Drainage District for a three year term scheduled to expire on the first Tuesday in September, 2019, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Gary Brent, as well as the County Clerk, County Auditor and County Administrator.

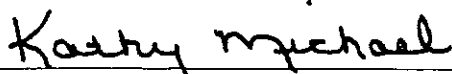
ADOPTED by the County Board of McLean County, Illinois, this 16th day of August, 2016.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF EUGENE JILES
AS A COMMISSIONER OF THE
WHITE STAR DRAINAGE DISTRICT

WHEREAS, due to the expiration of the term of Eugene Jiles as a Commissioner of the White Star Drainage District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Eugene Jiles as a Commissioner of the White Star Drainage District for a three year term scheduled to expire on the first Tuesday in September, 2019, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Eugene Jiles and Hunt Henderson, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator.

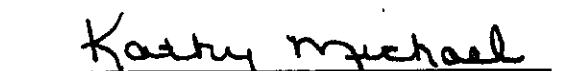
ADOPTED by the County Board of McLean County, Illinois, this 16th day of August, 2016.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF MICHAEL SEEGMILLER
AS A COMMISSIONER OF THE
YATES DRAINAGE DISTRICT**

WHEREAS, due to the expiration of the term of Michael Seegmiller as a Commissioner of the Yates Drainage District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Michael Seegmiller as a Commissioner of the Yates Drainage District for a three year term scheduled to expire on the first Tuesday in September, 2016, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Michael Seegmiller and Al Freehill, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator.

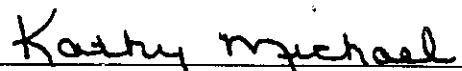
ADOPTED by the County Board of McLean County, Illinois, this 16th day of August, 2016.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

EXECUTIVE COMMITTEE
Chairman Soeldner, presented the following:

**A RESOLUTION OF THE
McLEAN COUNTY BOARD
APPROVING THE CHAIRMAN'S APPOINTMENTS TO THE
STANDING COMMITTEES, SUBCOMMITTEES AND THE
LIQUOR CONTROL COMMISSION OF THE
McLEAN COUNTY BOARD**

WHEREAS, on December 1, 2014, the McLean County Board adopted the *Rules of the County Board of McLean County*; and,

WHEREAS, the McLean County Board subsequently amended *The Rules of the McLean County Board* on May 19, 2015; and,

WHEREAS, as a result of the resignation of Benjamin Owens from the McLean County Board, a vacancy exists in the County Board District #10; and,

WHEREAS, subsequent to such a vacancy occurring, the County Board Chair has recommended the appointment of an individual to fill the vacancy and such recommendation has been approved by the McLean County Board; and

WHEREAS, pursuant to Section 20-10.C of the *Rules of the County Board of McLean County*, when a vacancy has been created on a Committee of the Board, the Chair of the Board shall have the authority to fill the vacancy by shifting a Board Member from another Committee; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

(1) The following appointments to the Standing Committees of the McLean County Board, as recommended by the Chair, are hereby approved by the County Board:

Executive Committee
John McIntyre, Chair
Jim Soeldner, Vice Chair
Paul R. Segobiano
George Gordon
William T. Caisley
Chuck Erickson
Susan Schafer
Erik Rankin
David F.W. Selzer

Finance Committee

Jim Soeldner, Chair
Erik Rankin, Vice Chair
Chuck Erickson
Carlo Robustelli
Catherine Metsker
David F.W. Selzer
Laurie Wollrab

Land Use and Development Committee

George Gordon, Chair
Chuck Erickson, Vice Chair
George Wendt
Victoria F. Harris
Mark W. Johnson
Scott M. Murphy
Josh W. Barnett

Property Committee

Paul R. Segobiano, Chair
Richard Buchanan, Vice Chair
Don Cavallini
Mark W. Johnson
Scott M. Murphy
Josh W. Barnett

Transportation Committee

David F.W. Selzer, Chair
Catherine Metsker, Vice Chair
Richard Buchanan
Victoria F. Harris
Randall L. Martin
Don Cavallini
Josh W. Barnett

Justice Committee

William T. Caisley, Chair
Carlo Robustelli, Vice Chair
Eric Rankin
George O. Wendt
Susan Schafer
Randall L. Martin
Scott M. Murphy

Health Committee

Susan Schafer, Chair
George O. Wendt, Vice Chair
George Gordon
Victoria F. Harris
Carlo Robustelli
Randall L. Martin
Laurie Wollrab

(2) The following appointments to the Subcommittees and the Liquor Control Commission of the McLean County Board, as recommended by the Chair, are hereby approved by the County Board:

Rules Subcommittee

Jim Soeldner, Chair
Chuck Erickson, Vice Chair
George Gordon
Erik Rankin
William T. Caisley

Liquor Control Commission

John McIntyre, Chair
George O. Wendt, Vice Chair
Don Cavallini
Catherine Metsker
Jim Soeldner

Chairman McIntyre moved the County Board to approve a Request Approval of Resolution Approving Chairman's Appointments to the Standing Committees, Sub-Committees and the Liquor Control Commission of the McLean County Board (To be distributed at Board Meeting) - Administration. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.



TRANSPORTATION COMMITTEE
Chairman Selzer, presented the following:

HIGHWAY DEPARTMENT
Jerry Stokes, Acting County Engineer
102 S. Towanda Barnes Road,
Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: July 26, 2016

TO: Chairman Selzer and Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, Acting County Engineer

McLean County Fund 0120 - Budget Amendment

Recommended Action:

The Highway Department recommends approval of the Budget Amendment to replace the road widener/shoulder machine.

Background:

The current road widener that is used by the County Highway Department was purchased in 1972 and does not currently run. This unit has the original engine and replacement parts are no longer available. Purchasing a new engine would not be compatible with the other components needed to run the conveyor.

This budget amendment would move \$45,000 to the capitalized assets line item from the gas/oil/diesel fuel line item.

MOTOR VEHICLE LEASE AGREEMENT

Bloomington, Illinois August 16, 2016

This Lease Agreement between the COUNTY OF McLEAN, (the "Lessor") and SHOW BUS Public Transportation NFP, (the "Lessee"):

WITNESSETH:

The Lessor hereby leases to the Lessee and the Lessee hereby rents and leases from the Lessor the motor vehicles described herein, together with all optional equipment, accessories, spare parts and substitute and replacement parts and equipment now or hereafter attached thereto (the "vehicles"), on the terms and conditions hereinafter set out.

DESCRIPTION OF VEHICLES

Active Fleet

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN#</u>
1998	FORD	ELDORADO	1FDXE40F3WHB91379
2003	FORD	ELDORADO	1FDXE45F03HB88038
2005	FORD	ELDORADO	1FDXE45P15HB26630
2008	FORD	ELDORADO	1FD3E35L98DA13350
2008	FORD	ELDORADO	1FD3E35L08DA13351
2008	FORD	ELDORADO	1FD4E45P88DB38207
2008	FORD	ELDORADO	1FD4E45PX8DB38208
2009	FORD	AEROLITE	1FDEE35LX9DA81005
2009	CHEVY	ELDORADO	1GBE5V1949F409053
2009	FORD	ELDORADO	1FD4E45P69DA89597
2012	FORD	STARTRANS	1FDGF5GT6CEB55312
2012	FORD	STARTRANS	1FDGF5GT3CEB55316
2012	FORD	STARTRANS	1FDGF5GT0CEB55323
2013	FORD	ELDORADO	1FDAF5GT7DEB78489
2013	FORD	ELDORADO	1FDAF5GT3DEB78490
2014	FORD	STARCRAFT	1FDEE4FL3EDA86318
2014	FORD	STARCRAFT	1FDEE4FL3EDA86285
2016	FORD	STARCRAFT	1FD4E45FXGDC39758
2016	FORD	ELDORADO	1FDAF5GT3GEA29680
2016	FORD	ELDORADO	1FDAF5GT8GEA29691
2016	FORD	ELDORADO	1FDAF5GTXGEA29692
2016	FORD	ELDORADO	1FDAF5GT5GEA29695
2016	FORD	ELDORADO	1FDAF5GT5GEA20700
2016	FORD	ELDORADO	1FDAF5GTXGEB99213
2016	FORD	ELDORADO	1FDAF5GT3GEB99215
2016	FORD	ELDORADO	1FDAF5GT5GEB99216
2016	FORD	ELDORADO	1FDAF5GT7GEB99217
2016	FORD	ELDORADO	1FDAF5GT8GEB88226
2016	FORD	ELDORADO	1FDAF5GTXGEB88227
2016	FORD	ELDORADO	1FDAF5GT7GEB88234
2016	FORD	ELDORADO	1FDAF5GT9GEB88235
2016	FORD	ELDORADO	1FDAF5GT9GEB99218

Inactive Fleet Awaiting Disposal or IDOT Permission to Restore

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN#</u>
1999	FORD	ELDORADO	1FDXE40F6XHA86482
2000	FORD	ELDORADO	1FDXE45F0YHC01202
2000	FORD	ELDORADO	1FDXE45F5YHC01227
2003	FORD	ELDORADO	1FDWE35L33HB88076
2005	FORD	ELDORADO	1FDXE45PX5HB31762
2008	FORD	ELDORADO	1FD4E45P18DB38209
2009	FORD	ELDORADO	1FD4E45P19DA80970

Lessee represents that the vehicles being leased are and will be used solely in connection with Lessee's obligations to McLean County in providing transportation services pursuant to Section 5311 of the Federal Transit Act of 1991 for Public Transportation Operating Assistance. Lessee's address is 510 Hoselton Drive, Chenoa, IL 61726.

1. **TERM** The term of this lease is three years from the date first set out above. The lease term expires on August 16, 2019, on which date the Lessee shall return the vehicles to the Lessor unless the parties hereto enter into a new or renewed lease agreement on or before that date.
2. **RENT** The Lessee agrees to pay to Lessor the sum of 0 dollars during the term of the Lease Agreement. However, in consideration of having the use of the vehicles for the term and purposes set out herein, the Lessee agrees as follows:
3. **LESSEE'S WARRANTIES** Lessee agrees and warrants that the vehicles listed in the active fleet have been delivered to Lessee in good operating condition and are free of defects and are suitable for the intended use of the Lessee. Lessee warrants that it and all persons who will operate the vehicles hold currently valid driver's licenses issued by the State of Illinois and that neither Lessee nor such other operators have been convicted of such traffic violations or have such a traffic accident record as would be cause for cancellation of the insurance required hereunder.
4. **INSURANCE** Lessee shall supply at its sole expense, and maintain in full force and effect during the term of the lease and thereafter until the vehicles have been returned to the Lessor, a policy or policies of insurance written by a company satisfactory to the Lessor, by the terms of which Lessor and Lessee, together and severally, are named as the insureds and are protected against liability and/or loss arising out of the condition, maintenance, use, or operation of the active fleet vehicles herein leased, in amounts not less than \$3,000,000 combined single limits for property damage, bodily injury, or death; \$350,000 uninsured/underinsured motorists coverage; with deductible amounts not exceeding \$1,000 comprehensive and \$1,000 collision. Such policy or policies of insurance shall provide at least ten days advance notice to Lessor in writing of cancellation or change or modification in any terms, conditions or amounts of coverage provided herein. Lessor shall be provided with a true copy or certificate of such insurance. Should Lessee fail to produce or pay the cost of maintaining in force the insurance specified herein or to provide Lessor with a copy or certificate of such insurance, Lessor may, but shall not be obligated to, procure such insurance and Lessee shall reimburse Lessor on demand for the cost thereof. Suffering lapse or cancellation of the required insurance shall be an immediate and automatic default by Lessee hereunder.
5. **INDEMNITY** Lessee agrees to indemnify and hold Lessor free and harmless from any liability, loss, cost, damage, expense, including attorney's fees, which Lessor may suffer or incur as a result of any claims which may be made by any person or persons, including but not limited to Lessee, its agents and employees, that arise out of or result from the manufacture, delivery, actual or alleged ownership, performance, use, operation, selection, leasing and/or return of the vehicles, whether such claims are

based on negligence, whether of Lessor or another, breach of contract, breach of warranty, absolute liability or otherwise.

6. **TITLE** This instrument is a lease and not an installment contract. The vehicles are the sole property of the Lessor and Lessee shall insure that Lessor is named as owner on any certificate of title issued with respect to the vehicles. Lessee shall have no right, title, or interest in or to the vehicles except for the right to operate and use the vehicles for the purposes stated herein and not as the agent of Lessor, so long as Lessee is not in default under the terms of this lease.

7. **USE BY LESSEE** Lessee agrees to use the vehicles only for lawful purposes. Lessee agrees not to assign, transfer or sublet its rights or otherwise encumber its interest hereunder. In the event Lessee fails to pay any assessment, tax, lien or fine levied against the vehicles, Lessor may, at its election, make such payment and Lessee shall reimburse Lessor on demand. Lessee shall indemnify and hold Lessor harmless from any and all fines, forfeiture, damages, or penalties resulting from violations of any law, ordinance, rule, or regulation.

8. **MAINTENANCE** Lessee shall keep and maintain the active fleet vehicles in good operating condition and working order as required in the maintenance program described in the Owner's Manual and shall perform all protective maintenance required to insure full validation of the manufacturer's warranty. Such maintenance hereinbefore described shall be made at the Lessee's expense.

9. **LICENSE, TAXES, AND OTHER EXPENSES** Lessee agrees to pay all costs, expenses, fees and charges incurred in connection with the licensing and registration of said active fleet vehicles, of title thereto and in connection with the use and operation thereof during the term of this lease, including without limitation, gasoline, oil, lubrication, repairs, maintenance, tires, storage, parking, tools, fines, towing, servicing costs, as well as all sales taxes, use taxes, personal property and other ad valorem taxes and all assessments and other governmental charges whatsoever and by whomsoever payable on the said vehicles or on the use, ownership, possession, rental, shipment, transportation, delivery or operation of same. Lessor shall in no way be obligated to maintain, repair or service said vehicles.

10. **TERMINATION** This lease agreement may be terminated by the Lessor in the event one or more of the terms of this lease agreement is breached by the Lessee or the Lessee is in default as provided in the lease agreement. Upon the discovery of the breach or default as the case may be, the Lessee shall surrender the vehicles to the Lessor on demand. Lessee shall remain liable and responsible for any pending claims, maintenance, repairs, taxes, licenses, and any other expenses associated with Lessee's use of the active fleet vehicles.

11. **DEFAULT** In the event that the Lessee does not pay any charge, expense, or cost herein agreed to be paid by Lessee when due, or fails to obtain or maintain any insurance required by this Lease, or violates or fails to perform or otherwise breaches any undertaking or covenants contained in this Lease, or any other Lease or Lessor, or becomes insolvent or makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or if any voluntary petition in bankruptcy is filed against the Lessee, or other proceeding for the appointment of a receiver for Lessee is filed, or if proceedings for reorganization, extension and/or composition with creditors under any provision or federal law be instituted by or against Lessee, or if the property of Lessee be levied upon or if Lessor should otherwise deem itself or the vehicles unsafe or unsecured or should Lessor in good faith believe that the prospect of payment of rental or other payment or other performance by Lessee is impaired, then and in any such event, the Lessee shall be deemed in default of this Lease. Upon the occurrence of any such default, Lessor may, at its option and without notice or demand, declare this agreement in default and thereupon the vehicles and all rights of Lessee therein shall be surrendered to Lessor and Lessor may take possession of the vehicles wherever found, with or without process of law, and for this purpose may enter upon any premises of Lessee or wherever the same be found, without liability therefore. The Lessor may retain all rentals and payment and resale proceeds theretofore received

and other sums, if any, otherwise payable to the Lessee hereunder and the Lessor shall be entitled to recover from Lessee any unpaid charges for the balance of the lease term for the vehicles and all other sums, if any, due to come due, together with all costs and expenses, including reasonable attorney's fees, incurred by Lessor in the enforcement of its rights and remedies hereunder. The repossession and sale of the vehicles by Lessor shall not affect Lessor's right to recover from Lessee all damages which Lessor may have suffered by reason of Lessee's breach of any provision of this Lease and Lessor may sell any such vehicles with or without advertisement, at public or private sale and without notice thereof to Lessee. The rights and remedies of Lessor in the event of default herein mentioned shall not be deemed exclusive but shall be cumulative and in addition to all other rights and remedies in Lessor's favor existing by law.

12. **APPLICABLE LAW** This Lease has been executed by the Lessee and delivered to the Lessor at the Lessor's offices in Bloomington, Illinois, and it shall be governed by and interpreted under the laws of Illinois.

13. **LOCATION** The vehicles shall be principally kept or garaged where not in use at the Lessee's address as set out above or at such other address in the State of Illinois as the Lessee shall give Lessor written notice of. The vehicles shall not be removed from the State of Illinois, except for trips of short duration, without the prior written consent of Lessor.

14. **MISCELLANEOUS** This instrument constitutes the entire agreement between the parties and shall be binding upon the parties and their respective heirs, executors, administrators, successors or assigns and shall only be amended by a written instrument signed by the parties hereto. Any waiver of the performance of any of the terms, covenants or conditions hereof by either party shall not be construed as thereafter waiving any such terms, condition or covenants, but the same shall remain in full force and effect, as if no such waiver had occurred.

15. **SEVERABILITY** This agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Agreement invalid or enforceable.

16. This agreement may be amended by the mutual written consent of both parties.

17. **COUNTERPARTS** This lease agreement shall be executed in multiple counterparts, each of which shall constitute a duplicate original.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the date first above written, and the Lessee acknowledges receipt of a completely filled-in, executed counterpart.

SHOWBUS Public Transportation NFP

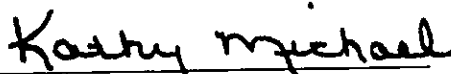
Lessee

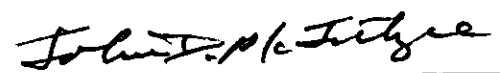

Laura Dick, Director/President

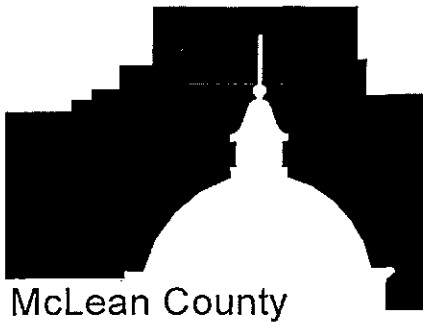
ATTEST:

COUNTY OF McLEAN

Lessor


Kathy Michael, County Clerk
McLean County, Illinois


John D. McIntyre, Chairman
McLean County Board



HIGHWAY DEPARTMENT
Jerry Stokes, Acting County Engineer
102 S Towanda Barnes Road, Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: July 26, 2016

TO: Chairman Selzer and Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, Acting County Engineer

July 26, 2016 Letting

Shirley Overpass – Section 05-00093-04-RP

Donovan Culvert - Randolph Township – 15-27145-00-BR

Recommended Action:

The Highway Department recommends approval of the bids from the letting on July 26, 2016 for the Shirley Overpass and the Donovan Culvert in Randolph Township.

Background:

Rowe construction was the low bidder on the Shirley Overpass project. The bid was 2.91% below the estimate. This project includes patching and providing a new hot-mix surface. This project will be paid using County MFT and County Matching Funds.

Stark Excavating was the low bidder for the Donovan Culvert. The bid was 6.81% above the estimate. This project is constructing a 12' x 9' concrete box culvert that is 41' in length. This project will be split 50/50 between McLean County and Randolph Township.

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on August 02, 2016, for a letting held on July 26, 2016, for one (1) County 2016 MFT (Motor Fuel Tax) Construction Section, and one (1) Township Joint Bridge Construction Section, and

WHEREAS, the Transportation Committee duly approved the bids on August 02, 2016,

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

2016 MFT CONSTRUCTION SECTION:

McLean County.....Sec 05-00093-04-RP – Shirley OP – Shirley Rd (CH 34)


The successful bidder on the above section was:

Rowe Construction, a Div of United Contractors Midwest, Inc
1523 N Cottage Ave – PO Box 609,
Bloomington, IL 61702-0609\$520,630.26

Randolph RD.....Sec 15-27145-00-BR – Donovan Culvert – 1700 East Rd

The successful bidder on the above section was:

Stark Excavating, Inc
1805 W Washington St,
Bloomington, IL 61701.....\$246,239.00



John D McIntyre, Chairman McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Kathy Michael, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on August 16, 2016.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 16th day of August A.D., 2016.

[SEAL]



Kathy Michael, McLean County Clerk

McLean County
05-00093-04-RP Shirley Rd (CH 34)

ITEM	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	HJ Eppel Bid Bond UNIT PRICE TOTAL	Rowe Bid Bond UNIT PRICE TOTAL
Subbase Gran Mat'l Ty B	Ton	250	\$40.00	\$10,000.00	\$36.00	\$9,000.00
Bit Mat'l (Prm Ct)	Lbs	13,698	\$2.00	\$27,396.00	\$0.95	\$13,013.10
Level Bind (MM) N50	Ton	325	\$110.00	\$35,750.00	\$105.00	\$34,125.00
Temp Ramp	Sq Yd	87	\$42.50	\$3,697.50	\$16.00	\$1,392.00
HMA Surf Cse Mix "C" N50	Ton	1,838	\$102.00	\$187,476.00	\$107.75	\$198,044.50
Med Rem	Sq Ft	364	\$7.50	\$2,730.00	\$12.00	\$4,368.00
Cl D Patch Ty I - 8"	Sq Yd	220	\$115.00	\$25,300.00	\$88.00	\$19,360.00
Cl D Patch Type II - 8"	Sq Yd	135	\$120.00	\$16,200.00	\$88.00	\$11,880.00
HMA Shld	Ton	1,012	\$95.00	\$96,140.00	\$112.00	\$113,344.00
Conc Hdw for Pipe Dr	Ea	8	\$220.00	\$1,760.00	\$900.00	\$7,200.00
Pipe Unddr 6" (Spl)	Ft	400	\$32.50	\$13,000.00	\$33.00	\$13,200.00
Non-Spl Waste Disposal	Cu Yd	10	\$125.00	\$1,250.00	\$215.00	\$2,150.00
Spl Waste Plans & Reports	L Sum	1	\$3,000.00	\$3,000.00	\$5,500.00	\$5,500.00
Soil Disposal Analysis	Ea	1	\$2,000.00	\$2,000.00	\$1,750.00	\$1,750.00
Paint Pvmr Mark Ltrs & Sym	Sq Ft	141	\$6.50	\$916.50	\$2.80	\$394.80
Paint Pvmr Mark Line 4"	Ft	13,979	\$0.75	\$10,484.25	\$0.39	\$5,451.81
Paint Pvmr Mark Line 8"	Ft	779	\$1.00	\$779.00	\$0.80	\$623.20
Paint Pvmr Mark Line 12"	Ft	464	\$1.10	\$510.40	\$1.20	\$556.80
Paint Pvmr Mark Line 24"	Ft	30	\$3.50	\$105.00	\$2.58	\$77.40
Raised Ref Pvmr Mark	Ea	82	\$45.00	\$3,690.00	\$51.60	\$4,231.20
Surf Rem Vari Depth (Spl)	Sq Yd	20,850	\$4.25	\$88,612.50	\$3.79	\$79,021.50
Conc Med (Spl)	Sq Ft	364	\$15.00	\$5,460.00	\$12.60	\$4,586.40
				\$536,257.15		\$529,269.71
						-1.30%

Randolph RD
15-27145-00-BR

ITEM	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	Stark Bid Bond UNIT PRICE TOTAL	HJ Eppel No Bid UNIT PRICE TOTAL
Earth Exc	Cu Yd	551	\$18.00	\$9,918.00	\$25.00	\$13,775.00
Furn Exc	Cu Yd	1820	\$10.00	\$18,200.00	\$11.00	\$20,020.00
Geotech Fab for Gnd Sfb	Sq Yd	1542	\$4.00	\$6,168.00	\$3.00	\$4,626.00
Agg Bse Cse Ty B	Ton	1079	\$32.00	\$34,528.00	\$33.00	\$35,607.00
Agg Shld Ty B	Ton	98	\$35.00	\$3,430.00	\$33.00	\$3,234.00
Rem Ex Str	Ea	1	\$15,000.00	\$15,000.00	\$20,500.00	\$20,500.00
Rebar Epoxy Ct	Lbs	16410	\$1.50	\$24,615.00	\$1.30	\$21,333.00
Conc Box Culv	Cu Yd	94.4	\$900.00	\$84,960.00	\$1,000.00	\$94,400.00
Porous Gran Emb Spl	Ton	614	\$30.00	\$18,420.00	\$22.50	\$13,815.00
Stone Riprap Cl A5 (Spl)	Ton	191	\$75.00	\$14,325.00	\$94.00	\$17,954.00
Porous Gran Mat'l (Spl)	Ton	13	\$75.00	\$975.00	\$75.00	\$975.00
				\$230,539.00		\$246,239.00
						6.81%



Information Technologies
115 East Washington Street
Room 202
Bloomington, Illinois 61701

Phone: (309)888-5100

Memo

To: The Honorable McLean County Executive Committee and the Honorable McLean County Board
From: Craig Nelson, Director of Information Services
Date: August 2, 2016
Re: Sentinel Technologies Master Services Agreement

Information Technologies respectfully requests approval of the attached Master Services Agreement with Sentinel Technologies.

Sentinel Technologies is a vendor with whom Information Technologies occasionally contracts support work under a work order system. Sentinel is now requesting that all work orders be issued under this Master Services Agreement.

The agreement has been reviewed by the Civil State's Attorney and there are no outstanding concerns.

I respectfully request approval of the attached agreement and will be happy to answer any questions.

Thank you



MASTER SERVICES AGREEMENT

This Agreement is made by and between Sentinel Technologies, Inc. ("Contractor"), with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and McLean County Government ("Customer"), with principal offices at 115 E. Washington, Bloomington, IL 61701. Contractor and Customer are collectively referred to as the "Parties."

Effective Date

Agreement No. 001

In consideration of the mutual promises described herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to provide standard terms and conditions applicable whenever the Parties enter into specific projects for the provision of equipment and/or professional services. Specific projects will be detailed in a Project Scope document (Appendix A), and a Project Schedule and Billing document (Appendix B) (collectively referred to as the "Services"). New Appendices A and B will be executed for each subsequent project between the Parties. The existence of this Agreement relieves the Parties from having to renegotiate standard terms and conditions each time the Parties desire to do additional projects. In the event of a conflict between the provisions of any Appendices A and B and the provisions of this Agreement, the provisions contained in Appendices A and B will prevail.

2. CONFIDENTIAL INFORMATION

"Confidential Information" means any information and data of a confidential nature, including but not limited to proprietary, technical, developmental, business plan, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, software, micro-code, firmware and all record-bearing media containing or disclosing such information and techniques, which is disclosed by one party to this Agreement ("Disclosing Party") to the other Party ("Receiving Party") pursuant to this Agreement. Any information received orally will be treated as confidential only if the Disclosing Party notifies the Receiving Party that the information is confidential or would be of such character that a reasonable person would believe it to be confidential in nature. Notwithstanding the foregoing, Confidential Information will not include information that is (a) developed independently by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information; (b) obtained from a source other than the Disclosing Party through no breach of confidence by the Receiving Party; (c) in the public domain when received or thereafter enters the public domain through no fault of the Receiving Party; (d) provided by the Disclosing Party without restriction; or (e) disclosed by the Receiving Party pursuant to statute, regulation, or the order of a court of competent jurisdiction, provided that the Receiving Party has notified the Disclosing Party in order to permit the taking of appropriate protective measures.

The Parties agree to use such Confidential Information of the Disclosing Party only as it relates to the performance of the obligations under this Agreement and to hold each other's Confidential Information in strict confidence and not to disclose it to any third party without the prior written consent of the Disclosing Party. Further, the Receiving Party will use the same degree of care it uses with respect to its own Confidential Information to prevent the unauthorized disclosure to a third party, but in no event less than reasonable care.



3. TERM AND TERMINATION

- a. The Initial Term of this Agreement shall be for one (1) year from the Effective Date and shall automatically renew at the end of each yearly term, unless terminated as provided herein. In the event the Term expires before the term of any purchase order executed pursuant to this Agreement, the Term shall be extended to the expiration date of such purchase order.
- b. After providing Contractor with written notice of defective service and, providing Contractor has failed to cure such defective service within thirty (30) days of receipt of such written notice, Customer may terminate this Agreement upon thirty (30) days written notice. In the event of such termination, Customer shall pay Contractor for the portion of the Project Schedule(s) performed through the date of termination. Contractor shall cease to perform Services under this Agreement on the date of termination.
- c. Contractor may terminate this Agreement upon written notice to Customer, if Customer fails to pay Contractor within sixty (60) days after Contractor notifies Customer in writing that payment is past due.

4. EMPLOYEES

- a. For a period of one (1) year following the last active engagement between the Parties under this Agreement, each party agrees not to knowingly solicit for hire, or hire, directly or indirectly, any employee of the other party having any direct involvement with this Agreement, without the written consent of the other party. If this provision is violated, the affected party reserves the right to charge, and the violating party agrees to pay, an amount equal to one year of the employee's current salary.
- b. Neither Contractor nor Contractor's employees are, nor shall they be deemed to be, employees of Customer. Contractor shall be solely responsible for the payment of its employees' compensation, including employment taxes, worker's compensation and any similar taxes associated with employment of Contractor personnel.

5. INDEMNIFICATION

Contractor and Customer shall indemnify and hold the other harmless (including their respective officers, directors, agents, employees and subcontractors) against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged, or recoverable by reason of any Claim arising out of or relating to any act of error or omission, or misconduct of the indemnifying party, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement.

6. WARRANTY

Contractor represents and warrants that each Project Scope shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures and practices and in conformance with generally accepted professional standards for the completion of such Project Scope prevailing at the time. Further, Contractor represents and warrants that each Project Scope shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated by this Agreement.

Product warranties and return policies are provided by the respective manufacturers or publishers of the Products sold under this Agreement and Contractor makes no warranties whatsoever with regard to said Product.



7. LIMITATION OF REMEDIES

THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS, AND THE SOLE REMEDY FOR CONTRACTOR'S LIABILITY OF ANY KIND, SHALL BE LIMITED TO THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICE PROVIDED BY CONTRACTOR AND SHALL IN NO EVENT INCLUDE ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.

The foregoing limitation will not apply to claims for personal injury or damage to real property and/or tangible personal property caused by Contractor's willful or gross negligence.

8. GENERAL PROVISIONS

- a. Sub-Contracting. Contractor retains the right to subcontract any support service described herein to subcontractor(s) of Contractor's choosing, provided that such subcontractor(s) shall possess the technical qualifications to perform service and is approved in advance by the Customer.
- b. Severability. In the event any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.
- c. Assignment. A party may not assign or transfer this Agreement or any of the other rights or obligations under this Agreement, without the prior written consent of the other party.
- d. Waiver or Delay. A waiver of any default, hereunder shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed.
- e. Notices. All notices, requests and other communications hereunder shall be in writing, and shall be addressed to the representative designated below, and shall be considered given when (a) delivered personally, (b) sent by confirmed facsimile, (c) sent by commercial overnight courier with written verification receipt, (d) sent by e-mail to a designated recipient with return receipt and acknowledgment or (e) three (3) days after having been sent, postage pre-paid, by first class or certified mail.

For Customer, Name and Address:

McLean County Government
115 E. Washington
Bloomington, IL 61701

For Contractor, Name and Address:

Sentinel Technologies, Inc.
2550 Warrenville Road
Downers Grove, IL 60515

- f. Dispute Resolution. In the event of a material dispute between the Parties that is not resolved in the normal course of business, either party may initiate a dispute resolution process by notifying the other party in writing pursuant to the Notices provision, paragraph 8.e. herein. Within ten (10) days from the date of receipt of that notice, the matter will be submitted to senior executives of the Parties authorized to settle the same. In the event this process fails, the Parties agree that the Circuit Court of DuPage County, Illinois, and the United States District Court for the Northern District of Illinois shall be the sole and exclusive venues for any action, suit or proceeding arising out of or related to this Agreement. The prevailing party in any such proceeding shall be entitled to recover all costs and expenses and reasonable attorney's fees in addition to any other relief to which it may be entitled. The determination of what constitutes a "prevailing party" shall be determined by the trier of fact. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Illinois, excluding its conflict of law rules.



- g. Entire Agreement; Modification. This Agreement including its Exhibits, is the complete, final, and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement, including its Exhibits, may not be varied, modified, altered, or amended except in writing signed by the Parties

9. RIGHTS OF MATERIALS

Customer shall own, upon payment of all fees incurred, any deliverables, including software programs, source and object code, files, tapes, disks, and related user documentation, originally developed solely for Customer under this Agreement. Such deliverables shall be owned by Customer for its own internal use. Contractor does not convey nor does Customer obtain any right in materials proprietary to Contractor which Contractor may utilize or provide pursuant to the Services, or other materials not developed solely for and paid in full for under this Agreement except as otherwise agreed upon in writing by the parties. Contractor shall be free to use its general knowledge, skills, and experience and any ideas, concepts, know-how and techniques related to Contractor's consulting and used in the course of providing the Services on other engagements. The parties will cooperate with each other to execute any documents necessary to achieve the objectives of this section.

10. POSSESSION AFTER TERMINATION OF AGREEMENT

No later than five (5) days after the termination of this Agreement for any reason, Customer shall return to Contractor any and all of Contractor's equipment located on Customer's property and used in connection with providing the support services. Contractor may physically take possession of any such equipment not delivered to Contractor after the expiration of such five (5) day period. Customer hereby authorizes Contractor and its agents to enter onto any location at which any such equipment is located for purposes of taking possession thereof.

In witness whereof, the Parties hereto have signed this Agreement as of the date signed below.

CUSTOMER:
McLean County Government

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



DEPARTMENT OF PARKS AND RECREATION
(309)726-2022 FAX (309)726-2025 www.mcleancountyil.gov
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Michael J. Steffa, Director of Parks and Recreation

DATE: 07/27/2016

RE: Participation Agreement With GovPayNet, DBA Government Payment Service

The Department of Parks and Recreation recently solicited proposals from credit card processing companies. The Park's Department is currently without on-line WEBSITE registration capabilities for things such as watercraft decals, running events, and deer hunting programs, because we are without a credit card processing company. So, this void needed to be filled. There were three of these companies that were chosen. GovPayNet, Gov Tech Services, and E-Pay (State of Illinois). These were the three recommended by Rebecca McNeil, the County Treasurer. GovPayNet has a five-year agreement with NO fees to the Parks Department, with any user fees being passed on to the consumer. Gov Tech Services had a similar agreement, but was hesitant because they felt the volume of traffic on our website was not significant. E-Pay, which is operated through the State of Illinois' Treasurer's office, would charge our Department a significant fee and the consumer a fee.

Also, the Park Director contacted four departments in the County, and they are all currently using GovPayNet. These departments are the Circuit Clerk's office, the County Clerk's office, Animal Control, and the Health Department. They have all said that this company is very good, easy to work with, and their system works well. In addition, Josh Schaefer, who works for the County Treasurer's office and reconciles these credit card statements, has had all positive things to say about this company.

Therefore, I would like to recommend the approval of a 5-year agreement with **GovPayNet, DBA Government Payment Service, from Indianapolis, Indiana**, to process on-line credit card transactions through the Park's website.

Attachment: Participation Agreement

PARTICIPATION AGREEMENT

Participant:

McLean county Dept of Parks & Recreation
13001 Recreation Area Drive
Hudson, IL 61748

Government Payment Service, Inc. ("GPS")
7102 Lakeview Parkway West Drive
Indianapolis, Indiana 46268
Phone: (866) 564-0169
Facsimile: (888) 665-4755
Email: accounts@govpaynet.com

1. Services. The above Participant authorizes GPS to act on its behalf in processing credit, debit, and prepaid debit card transactions through the Visa, MasterCard, Discover, and American Express payment systems for the payment types specified in this Participation Agreement ("Agreement"). GPS shall provide Participant with training, documentation, and electronic and telephonic support at GPS' expense. GPS shall cause funds to be forwarded electronically to such account as Participant designates within two banking days after transaction authorization or by mailed check if Participant so indicates.

2. Term and Termination. This Agreement shall become effective upon the date of the latter signature to this Agreement and shall continue for five years, automatically renewing for additional one year periods. This Agreement may be terminated (i) by Participant at any time with or without cause upon 30 days written notice to GPS; (ii) by GPS upon 30 days' written notice to Participant prior to any renewal term; or (iii) by either party immediately upon notice to the other party of such other party's material breach of this Agreement, subject to a reasonable opportunity to cure such breach.

3. Fees. GPS shall not charge Participant for services. GPS shall collect all service fees from cardholders as its sole compensation. All service fees are non-refundable. GPS may modify service fees at its sole option, providing Participant with 30 days' advance written notice. Service fees are as described in Attachment "A" to this Agreement.

4. Chargebacks. Participant shall have no liability for chargebacks. GPS shall be responsible for handling all transaction disputes associated with cardholders' use of cards to make payments to Participant through GPS, for asserting any challenges to chargeback claims, and for any resulting chargeback liability. All payments will be considered no longer subject to chargeback 12 months after their authorization date.

5. Warranties. Each party warrants that this Agreement is valid, binding, and enforceable against such party in accordance with its terms and that each party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. GPS further warrants that during the performance of this Agreement, GPS (i) shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class; (ii) will comply with all applicable laws and regulations and the rules and procedures applicable to the credit and debit card brands it accepts and processes; and (iii) in accordance with PCI DSS v3.0, requirement 12.9, will maintain proper security and responsibility for cardholder data while it is in GPS's possession, all at GPS' sole cost.

5.1. IF PARTICIPANT IS A BAIL BONDSMAN: Participant is duly licensed to provide its services in the jurisdiction(s) in which it operates and shall take all necessary actions to keep such license(s) current and in full force and effect. Participant, upon GPS request, shall provide GPS with current copies of such license(s). Participant shall only use GPS services for the collection of customer fees payable to Participant, not for the posting of cash sureties.

6. Indemnification and Disclaimers. GPS shall indemnify and save harmless Participant, its agents, officers, and employees from responsibility or liability for all damages, costs, expenses, (including reasonable attorney fees and defense costs) relating to death or bodily injury or damages to physical property directly resulting from GPS' performance under this Agreement. **GPS ACCEPTS NO RESPONSIBILITY FOR SECURITY OF CARDHOLDER DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY GPS. GPS LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. GPS IS NOT A SURETY AND PROCESSING A PAYMENT THROUGH GPS**

DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS AGREEMENT, GPS DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTICIPANT BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT.

7. Independent Contractor. GPS shall provide all services to Participant as an independent contractor. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

8. Taxes. GPS shall be responsible for the payment of all taxes legally imposed upon its services.

9. Notices. All notices permitted or required by this Agreement shall be in writing and given to the respective parties in person, by first class mail, by recognized private courier, or by facsimile (with a hard copy following) directed to the address first stated in this Agreement or to such other person or place that the parties may from time to time designate (if to GovPayNet, note "Attention: Account Services"). Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier or, if sent by facsimile, when such facsimile is transmitted to the number the intended recipient provides and sender receives a confirmation that such facsimile was transmitted.

9.1. FOR PURPOSES OF SERVICE CHANGES: Participant is responsible for advising GPS as to the types of payments GPS is authorized to accept on Participant's behalf (per the fees in Attachment "A") and the type of service and equipment modes that will apply to each payment type. Participant may at any time (i) authorize GPS to accept additional types of payments, (ii) cancel the processing through GPS of any types of payments, (iii) modify the service or

equipment modes (from among Internet, telephone, Internet and telephone, *Gov\$wipe*®, etc.), (iv) modify the account(s) to which GPS shall direct payments to Participant, or, if Participant is a government entity and using appropriate means, (v) add other agencies, departments or sub-agencies ("Affiliated Agencies") to, or delete Affiliated Agencies from Participant's use of any GPS services and equipment by specifying all such changes to GPS in writing. Any such changes will be subject to GPS acknowledgment and acceptance in writing. For purposes of this subsection only, "in writing" shall mean via letter, facsimile, or email (if to GovPayNet, to accountservices@govpaynet.com).

10. Gov\$wipe. GPS will provide Participants who select *Gov\$wipe* with card readers and peripheral equipment (cables, etc.), which are and will remain the property of GPS. Participant understands that GPS card readers are embedded with proprietary technology ("Firmware"). GPS grants Participant a license to use such card readers and Firmware for the duration of the Agreement. Participant's use of card readers and Firmware shall be limited to the purposes of this Agreement. Acceptance and use of card readers does not convey to Participant any title, patent, copyright or other proprietary right in or to the Firmware. At all times, GPS or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Participant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware.

Participant will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. GPS shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers by shipment to a location Participant designates or, at GPS's option, Participant will allow GPS and its designated representatives reasonable access to Participant's premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation.

Card readers for use with *Gov\$wipe* are designed to communicate cardholder data to GPS through Participant's computing equipment to which they are cable-attached via USB port. Internet access to GPS is required for transaction processing via *Gov\$wipe* and is enabled solely by Participant's computers and networks. Participant is responsible to use standard safeguards and practices to keep its computers and

networks secure and free from malicious software or hardware. GPS shall not be held liable to Participant for exposure of Participant's computers or networks to malicious software or hardware of any kind. GPS is solely responsible for the maintenance of any card readers and shall supply Participant with replacement card readers on Participant's request and as GPS deems appropriate. Upon termination of the Agreement, GPS may require Participant to return card readers at GPS's expense and by such method as GPS specifies.

11. Miscellaneous. There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned, in whole or in part, by either party hereto without prior written consent of the other party, which consent shall not be unreasonably withheld. Either party is excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. This Agreement shall be governed by the internal laws of the state of Indiana.

MCLEAN COUNTY DEPT OF PARKS & REC

Michael J. Steffa

Director

Date

A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall remain in full force and effect.

12. Completeness and Execution. This Agreement is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This Agreement may not be altered, amended or modified except in a writing incorporated hereto and signed by the parties, provided, however, that GPS may revise the terms of this Agreement if required to comply with law, regulation, or card industry rules and GPS provides prompt notice to Participant of such change(s). This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax or electronically imaged counterparts to this Agreement shall be deemed as valid as originals.

GOVERNMENT PAYMENT SERVICE, INC.

Mark E. MacKenzie

President & Chief Executive Officer

Date



ATTACHMENT "A" – SERVICE FEES**GPS Agree. No. 4701 IL-McLean County Dept of Parks & Recreation, 2016Jul26**

Service Fee Schedule for Administration & Civil Payments #1			
Payments Made via Internet (Web/Gov\$wipe®) Service Fee Schedule #108		Telephone-Assisted Payments (Call Center/Live Agent) Service Fee Schedule #109	
Transaction Range	Service Fee	Transaction Range	Service Fee
\$0.01 > \$50.00	\$1.50	\$0.01 > \$50.00	\$5.50
\$50.01 > \$75.00	\$1.75	\$50.01 > \$75.00	\$5.75
\$75.01 > \$100.00	\$3.00	\$75.01 > \$100.00	\$7.00
\$100.01 > \$150.00	\$5.00	\$100.01 > \$150.00	\$9.00
\$150.01 > \$200.00	\$7.00	\$150.01 > \$200.00	\$11.00
<i>For each additional increment of \$50.00, or portion thereof, add \$1.75.</i>		<i>For each additional increment of \$50.00, or portion thereof, add \$1.75.</i>	

All Service Fees Are Non-Refundable



PROBATION & COURT SERVICES

Adult and Juvenile Probation: (309) 888-5372
104 W. Front Street, P.O. Box 2400 Law & Justice Center, 7th Floor Bloomington, IL 61702

Juvenile Detention Center (309) 888-5550
903 N. Main Street, Normal IL, 61761

MEMO:

To: Honorable Members of the Justice Committee
CC: Mr. William Wasson
CC: Ms. Hannah Eisner
CC: Chief Judge Kevin P. Fitzgerald

From: Lori McCormick
Date: July 22, 2016
Re: Clinical Services for Problem Solving Courts through the SAMHSA Grant

Attached, please find an agreement between McLean County, Court Services and Mr. Kevin Crutcher L.C.P.C. that will enable the Problem Solving Courts to remain in compliance with the Drug Court Enhancement Grant through the Substance Abuse and Mental Health Services Administration. Mr. Crutcher will be reimbursed for services to the Problem Solving Courts through the grant funds.

I will be available at the Justice Committee meeting on Tuesday August 2, 2016, to answer any questions you may have.

Thank you for your consideration in this matter.

CLINICAL SERVICES AGREEMENT

This Clinical Services Agreement (the "Agreement") is entered into and made effective as of September 30, 2016, between the McLean County Court Services, ("Client"), and Kevin Crutcher ("Clinician"),

In consideration of their mutual promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between Client and Consultant as follows:

Clinician Services

Client hereby engages Clinician to provide Client with clinical services (the "Services"), identified below, during the Term. Clinician hereby accepts Client's engagement for the Services under the terms and subject to the conditions set forth in this Agreement. During the Term, Clinician shall dedicate such number of business hours as required to provide the Services with the level of skill customary in the industry for services substantially similar to the Services. Clinician shall provide the Services during the Term under the general direction of the Client.

Term of Agreement

This Agreement will become effective as of September 30, 2016 and shall terminate on September 29, 2108, (the "Term"), unless earlier terminated in accordance with this Agreement.

Services

Clinician will provide the following services under this Agreement: screening and assessment for co-occurring disorders for the Problem Solving Courts; submit findings of screening and assessment to the respective Problem Solving Court team with recommendations for court placement and needed services; attend staff/court team meetings when requested; and attend meetings and trainings for the Substance Abuse and Mental Health Services Administration ("SAMHSA") Drug Court Enhancement ("DCE") grant project.

SAMHSA DCE

The SAMHSA Drug Court Enhancement grant project builds upon the success of the McLean Problem Solving Courts. Existing programs have been leveraged to promote major systems transformation. Expansion and enhancements include: expansion of co-occurring disorders into adult drug court; development of a unified problem solving courts infrastructure that will provide formalized processes to enhance the performance and sustainability of the McLean County Problem Solving Courts and improve interagency collaboration; promotion of service integration by incorporating new behavioral health treatments, peer, and recovery support services that are evidence-based and consumer-driven; and comprehensive evaluation of the McLean County Problem Solving Courts resulting in broadening evidence-based practice and knowledge and leading to continuous quality improvement.

Compensation

In exchange for Clinician's full and complete performance of the Services, Client agrees to pay \$40.00/hour for a maximum of twenty (20) hours of work per week, not to exceed annual compensation in the amount of \$41,600.

Payment of Compensation

Clinician will bill the County of McLean, via a monthly invoice for services as outlined above, to Client's Court Services Director by the 15th day of the following month. Client will issue payment within sixty (60) days of receiving said invoice. Payment, as stated above, will not exceed \$41,600, subject to federal hourly rate caps.

Confidentiality

Clinician understands that in the course of providing clinical services under this Agreement criminal, medical, financial, or other relevant information may be provided by offenders in Problem Solving Courts, or other members of the Problem Solving Court teams. Clinician agrees to keep confidential and agrees not to disclose, divulge, or reveal this Information to third parties without the prior written approval of Client. This obligation of confidence shall not apply to information that (i) is or becomes publicly available by other than a breach hereof (including any information filed with any governmental agency and available to the public); (ii) is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards, provided that prior to such disclosure by Clinician, Client is given reasonable advance notice of such order and an opportunity to object to such disclosure; or (iii) is disclosed in connection with any judicial or other proceeding involving Client and Clinician relating to Services or this Agreement. Clinician shall carry out its respective obligation hereunder using the same degree of care that it uses in protecting its own Confidential Information, but at a minimum shall exercise a reasonable degree of care.

Termination

This Agreement can be terminated by either party, with or without cause, upon sixty (60) day written notice to the other party.

Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Agreement, the Client shall not be obligated for the Clinician's performance hereunder or by any other provision of this Agreement during any of the Client's future fiscal years unless and until the Client's receives the necessary grant funds for this Agreement in the Client's budget for each such future fiscal year. In the event that funds are not received for this Agreement, it shall terminate automatically as of September 29 of the last grant year for which funds were appropriated. The Client shall notify the Clinician in writing of any such non-allocation or non-appropriation at the earliest possible date.

Public Release of Information

Clinician acknowledges that there are legal and contractual restrictions on the types of information about Client's Problem Solving Courts that may be released to the public, and Clinician agrees that all information or materials prepared by Clinician shall be subject to Client's review and approval prior to release.

Governing Law and Dispute Resolution

This Agreement shall be deemed to have been made in the State of Illinois, County of McLean, City of Bloomington, and shall be construed and enforced in accordance with the law of Illinois without reference to principles of conflicts of laws thereof. The parties agree that, in the event of any claim, dispute, controversy or other matter in question with regard to this Agreement, the parties will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management.

Severability

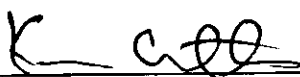
If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers and/or managers as of the date and year first above written.

CLIENT: MCLEAN COUNTY COURT SERVICES

By: 
Name: Lori McCormick
Title: McLean County Court Services Director

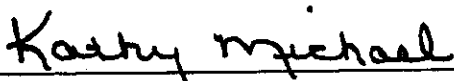
CLINICIAN: KEVIN CRUTCHER

By: 
Name: Kevin Crutcher
Title:

MCLEAN COUNTY BOARD


John D. McIntyre, Chairman

ATTEST:


Kathy Michael, Clerk of the County Board
McLean County



July 11, 2016

Michelle Welch
McLean County Detention Facility
104 W. Front Street
Bloomington, IL 61701

RE: Continued Inmate Healthcare Services – 2017

Dear Ms. Welch:

I hope this letter finds you well. Correctional Healthcare Companies (CHC) is pleased to be the provider of medical care services for the detainees at the McLean County Detention Facility, and we continuously strive to meet and exceed your expectations regarding the level and quality of services we provide.

Per section 9.0.1, upon each subsequent renewal of this AGREEMENT pursuant to paragraph 9.0, the parties have agreed to an increase of CPI but not to exceed 5.0% of the annual amount as defined in paragraph 9.0.1.1. Therefore, CHC proposes an increase for renewal year 2017 of 3.00%.

The monthly rate currently being charged to the County is **\$2,895.76**. If accepted, CHC will charge the County **\$2,982.63 (per month)** or **\$35,791.56 (annually)** starting January, 2017. If acceptable to the County, please sign and date the attached price quote and forward an electronic copy to Alexis Albers, Client Services Specialist at albers@correctionalsolutions.com to affirm moving forward with the proposed terms.

If you have any questions or concerns, please do not hesitate to contact Nanette Worley, Operations Manager for McLean directly at 217-565-1841. We greatly appreciate the relationship we have established with McLean County over the years, and look forward to another successful year working together.

Warm regards,

Chris Bove
President, Local Detention Division

Cc: Andrew Walter, Senior Regional VP, Operations
Nanette Worley, Operations Manager
Jack Jadin, Director of Client Services
Gina Rose, Senior Director of Client Services

1283 Murfreesboro Road · Suite 500 · Nashville, TN 37217 · 800-592-2974



The undersigned is authorized by McLean County to accept the above terms. Once we receive a signed copy of this document, CHC's legal department will draft a contract amendment for the County.

John D. McIntyre
Authorized McLean County Representative

August 16, 2016
Date Signed

John D McIntyre
Print Name

County Board Chairman
Title



HIGHWAY DEPARTMENT
Jerry Stokes, Acting County Engineer
102 S. Towanda Barnes Road,
Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: July 26, 2016

TO: Chairman Selzer and Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, Acting County Engineer

McLean County Fund 0120 - Budget Amendment

Recommended Action:

The Highway Department recommends approval of the Budget Amendment to replace the road widener/shoulder machine.

Background:

The current road widener that is used by the County Highway Department was purchased in 1972 and does not currently run. This unit has the original engine and replacement parts are no longer available. Purchasing a new engine would not be compatible with the other components needed to run the conveyor.

This budget amendment would move \$45,000 to the capitalized assets line item from the gas/oil/diesel fuel line item.

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2016
Combined Annual Appropriation and Budget Ordinance
McLean County Highway Department Fund 0120
McLean County Highway Department 0055

WHEREAS, the McLean County Board, on November 17, 2015, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2016 Fiscal Year beginning January 1, 2016 and ending December 31, 2016; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Highway Department Fund 0120; and,

WHEREAS, the Highway Department needs a new front-end/road widener machine for shoulder maintenance; and,

WHEREAS, the Highway Department has additional funds due to low fuel costs in gas/oil/diesel fuel 0120-0055-0056-0608-0001; and,

WHEREAS, the Highway Department recommends moving \$45,000 from the 0120-0055-0056-608-0001 line item to the 0120-0055-0056-0850-0001 line item to purchase a new front end/road widener machine; and,

WHEREAS, the Transportation Committee at its regular meeting on August 2, 2016, approved and recommended to the County Board an Emergency Appropriation Ordinance for the County Highway Fund 0120, to reduce Gasoline/Oil/Diesel Fuel line item (0120-0055-0056-0608-0001) and to provide additional budget authority for Capitalized Assets line item (0120-0055-0056-0850-0001) of Fund 0120; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to reduce the appropriation budget of the County Highway Fund 0120, Highway Department 0055, by the following appropriation:

	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
County Highway Department			
Gasoline/Oil/Diesel Fuel			
0120-0055-0056-0608-0001	\$323,500	\$45,000	\$298,500

2. That the County Auditor is directed to add to the appropriation budget of the County Highway Department Fund 0120, Highway Department 0055, the following appropriation:

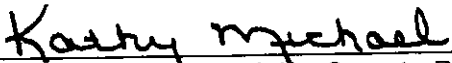
	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Highway Department Capitalized Assets 0120-0055-0056-0850-0001	\$515,593	\$45,000	\$560,593

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer and County Engineer.

ADOPTED by the McLean County Board the 16th day of August 2016.

ATTEST:

APPROVED:



Kathy Michael, Clerk of the County Board
McLean County, Illinois



John D. McIntyre, Chairman
McLean County Board



**Illinois Department
of Transportation**

TRANSPORTATION COMMITTEE
Chairman Selzer, presented the following:

**Resolution Appointing
County Engineer**

WHEREAS, a vacancy exists on February 7, 2016 in the office of County Engineer in
McLean County, Illinois, and

WHEREAS, the McLean County Board by resolution dated May 17, 2016, submitted the
name of one candidate to the Department of Transportation to take the examination for the office of County
Engineer, and

WHEREAS, the Department of Transportation by Salmon O. Danmole, Acting Engineer of Local Roads, certified to the County Clerk
McLean County on July 29, 2016 that Jerry W. Stokes made a satisfactory
grade and is eligible for appointment to said office:

NOW THEREFORE, BE IT RESOLVED, by the McLean County Board that Jerry W. Stokes
is hereby appointed, County Engineer for McLean County for a term of six years effective
August 17, 2016, and

BE IT FURTHER RESOLVED, by the McLean County Board that the salary of the County
Engineer be fixed at a base annual salary rate of \$108,463.68 per year for the period of August 17, 2016 through
December 31, 2016, and that the annual salary for the subsequent years of the appointment will be subject to merit
performance review on an annual basis; and that the County Engineer will be entitled to receive any cost-of-living salary
adjustments when and if approved by the McLean County Board for all non-collective bargaining unit employees.

BE IT FURTHER RESOLVED, that the clerk is hereby directed to transmit two (2) certified originals of this resolution to
the Department of Transportation, through its Regional Engineer's office at Paris
Illinois.

STATE OF ILLINOIS)
) SS
COUNTY OF McLean)

I, Kathy Michael, County Clerk in and for said County, in the State aforesaid, and keeper of the records
files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution
adopted by the McLean County Board at its Regular meeting held at Bloomington, IL
on 8/16/2016.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in
Bloomington in said County this 16th day of August, 2016.

(SEAL)

Kathy Michael
County Clerk

Members Selzer/Cavallini moved the County Board approve a Request for approval of a Resolution for
Appointment of County Engineer. Clerk Michael shows all Members present voting in favor of the motion.
Motion carried.

TRANSPORTATION COMMITTEE
Chairman Selzer, presented the following:

RESOLUTION APPROPRIATING MOTOR FUEL TAX FUNDS

WHEREAS, the County Board of McLean County by resolution dated August 16, 2016, with the consent of the Department of Transportation, appointed Jerry W. Stokes, County Engineer for McLean County for a term of six years effective August 17, 2016, and

WHEREAS, the County Board of McLean County hereby fixes the salary of the County Engineer at \$108,463.68 per year for January 1, 2016 through December 31, 2016 and his traveling, instruction and schooling, and conference expenses are estimated at \$1,800.00 per year.

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that there be appropriated the sum of One Hundred and Ten Thousand Two Hundred Sixty-Three Dollars and 68/100 (\$110,263.68) from the County's allotment of Motor Fuel Tax Funds for the purpose of paying the salary and expenses of the County Engineer of McLean County from August 17, 2016 through December 31, 2016.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Department of Transportation, Springfield, Illinois, through its District Engineer's Office at Paris, Illinois.

Approved by the County Board on August 16, 2016.


John McIntyre, Chairman
McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Kathy Michael, County Clerk in and for said County, in the State aforesaid and keeper of records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on August 16, 2016.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 16th day of August, A.D. 2016.

[SEAL]


County Clerk

Members Selzer/Buchanan moved the County Board approve a Request approval of Resolution Appropriating MFT Funds. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.

JUSTICE COMMITTEE
Vice Chair Robustelli, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2016
Combined Annual Appropriation and Budget Ordinance

WHEREAS, the McLean County Board, on November 17, 2015, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2016 Fiscal Year beginning January 1, 2016 and ending December 31, 2016; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County General Fund 0001, Coroner 0031, Investigations & Inquests 0038, and,

WHEREAS, the Justice Committee at its regular meeting on August 2, 2016, approved and recommended to the County Board an Emergency Appropriation Ordinance; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add (subtract) to the appropriation budget of the following appropriation:

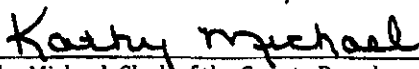
		<u>ADOPTED</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED</u>
Unclassified				
0001-0031-0038 0410.0035	\$	-0-	\$ 401	\$ 401
Indigent Burial Expense				
0001-0031-0038 0758.0003	\$	-0-	\$ 401	\$ 401

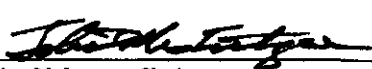
2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer, and Coroner.

ADOPTED by the McLean County Board the 16th day of August 2016.

ATTEST:

APPROVED:


Kathy Michael, Clerk of the County Board
McLean County, Illinois


John McIntyre, Chairman
McLean County Board

Members Robustelli/Harris moved the County Board approve a Request approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2016 Combined annual Appropriation and Budget Ordinance for the Coroner. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.



McLean County

FINANCE COMMITTEE
Chairman Soeldner, presented the following:

OFFICE OF THE ADMINISTRATOR
(309) 888-5110 FAX (309) 888-5111
115 E. Washington, Room 401

P.O. Box 2400

Bloomington, Illinois 61702-2400

To: Chairman and Members, Finance Committee

From: Eric S Schmitt, Administrative Services Director

Date: 7/27/2016

Re: Proposed Position Reclassifications for Fair Labor Standards Act Changes

On May 18, 2016, the United States Department of Labor announced its final changes to the Fair Labor Standards Act (FLSA) regarding overtime. The final overtime rule increases the salary level required for the executive, administrative, and professional exemption. This final rule will go into effect on December 1, 2016 and will raise the salary level for exempt employees from \$455 per week (\$23,660 per year) to \$913 per week (\$47,476 per year). In response to this final rule, the Administrator's Office has worked with Department Heads to review positions that are in Class 10 or below on the County's Position Classification System and determine which positions should be considered exempt or non-exempt. Historically all positions beyond Class 10 are exempt unless otherwise considered non-exempt due to special circumstances.

There are three possible ways for the County to address this new final rule:

- 1.) Raise the base salary for positions that are considered to be exempt above the \$47,476 base level if they pass the duties test.
- 2.) Compensate employees for hours worked in excess of the 40 hours per week with either cash payment or compensatory time. Employees considered to be non-exempt who work in excess of 40 hours per week are required to be compensated at 1 ½ times their hourly wage in either cash payment or compensatory time off.
- 3.) Hire part-time employees to work the additional hours as needed.

After review with the departments impacted, options 1 and 2 were determined to be the best alternatives to address the final rule. The Position Classification System that was adopted as part of the FY2016 Budget included 27 positions that were classified as Class 10 positions. Three other positions were considered to be exempt that were currently classified as Class 8 or Class 9 positions. Of these 30 positions, it is recommended that nine remain as Class 10 non-exempt employees and that their overtime be managed by the

appropriate department head through the use of overtime compensated as cash payment, overtime compensated as compensatory time, or thru the use of flex time within the work week. One position was reclassified during 2016 to a non-exempt Class 9 position, and the remaining 20 positions are recommended to be reclassified as Class 10E exempt employees.

Class 10E will be an addition to the County's Position Classification System between Class 10 and Class 11. There is a 20% increase between Step 1 for a Class 10 position and Step 1 for a Class 11 position. This is the largest difference in the system between two classes and reflects that this was intended to be the break between exempt and non-exempt employees. The recommended salary for Step 1 of the new Class 10E is set at \$47,476 per year for the FY2017. The PAMS scores for the 10E positions will remain the same as they currently exist.

The FY2016 total cost to implement this for all County positions below \$47,476 will be \$1,199. The FY2017 total cost to implement the change for all 10E Class positions for the organization is \$9,012.

There are 11 employees in positions that contain at least one employee below the \$47,476 minimum. To comply with the December 1, 2016 required implementation date, it is proposed that these positions be rolled into the new Class 10E 2017 pay range for the pay period beginning November 27, 2016.

In addition, as part of the review of the final rule of the Department of Labor regarding exempt and non-exempt positions, the position of Staff Accountant was reviewed. There are two Staff Accountant positions in the County: one in the Treasurer's Office and one in the Auditor's Office. While the positions are similar, it was determined the positions differ in function in terms of supervision and the role within the office. The PAMS score would remain the same. There would be no change in the number of FTEs in the Auditor's Office as this would primarily be a change in title.

To differentiate between these roles, it is requested that the Staff Accountant position within the office of the Auditor be adjusted to the currently unused position of Internal Auditor. As part of the final rule of the Department of Labor, the Staff Accountant position will remain a class 10 and remain non-exempt. The position of Internal Auditor would be classified as 10E and be exempt. The difference in minimum annual salary is \$2,917. Currently, the position in the Auditor's office is in the process of being filled. If the change is approved, it will be hired as an Internal Auditor.

Class	Minimum	Maximum	B/W Hrs.	Title	Grade Code
10	\$22,4388 \$43,756	\$33,6582 \$65,633	75	Staff Accountant	0105
				Bio-Terrorism/Public Health Planner	8128
				Financial Reporting Specialist	0107
				Probation Officer II	1302
				Inmate Assessment Specialist I	4108
				Planner-Building and Zoning	8011
	\$46,673	\$70,009	80	Juvenile Detention Shift Supervisor	4003
				Project Manager	6101
				Highway Maintenance Coordinator I	7015
10 E	\$47,478	\$72,194	75	Clinic Supervisor	8025
				Communicable Disease Program Coordinator	8107
				Birth to Three Assurance Coordinator	8141
				DCFS Lead Agency Coordinator	8121
				Assistant States Attorney I	1105
				Assistant Public Defender I	1112
				Health Promotion Program Manager	8117
				Animal Control Director	2007
				Computer Services Coordinator	0213
				Veterans Assistance Officer	2403
				Chief Deputy Coroner	2104
				Assistant Chief County Assessment Officer	5015
				Forensic Interviewer	8124
				Internal Auditor	0106
				Senior Staff Sanitarian	8405
			80	Assistant Director of Nursing-RN	8030
				Emergency Communications Supervisor	3104
				Food Services Supervisor	9017
				Social Services Director	8325
				Facilities Maintenance Foreman	7145

Members Soeldner/Metsker moved the County Board approve a Request approval of the Proposed Reclassifications for Fair Labor Standards Act Changes. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.

FINANCE COMMITTEE
Chairman Soeldner, presented the following:

ORDINANCE NO. _____

AN ORDINANCE AMENDING "AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA AS AN ENTERPRISE ZONE" - DESTIHL BREWERY

WHEREAS, the Town of Normal, the City of Bloomington, the City of Gibson City, the County of Ford and the County of McLean ("Existing Units of Government") adopted Ordinances that describe and designate an area located partially within the Existing Units of Government as an Enterprise Zone; and

WHEREAS, the Existing Units of Government have made an application to the Illinois Department of Commerce and Economic Opportunity under the Illinois Enterprise Zone Act, which is pending approval as of the date of this Ordinance; and

WHEREAS, the Existing Units of Government desire to amend the territory included within the Enterprise Zone once that Enterprise Zone is certified under Section 5.3 of the Illinois Enterprise Zone Act; and

WHEREAS, the Existing Units of Government of the Enterprise Zone determine it is in the best interests of the citizens of the Existing Units of Government that additional properties be included in the Enterprise Zone; and

WHEREAS, a public hearing regarding such amendments has been held as provided by law.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD MEMBERS OF MCLEAN COUNTY, ILLINOIS:

SECTION ONE: That Ordinance No. 015-063 is amended by adding the territory described in Exhibit A to the territory of the Enterprise Zone as set forth in that ordinance.

SECTION TWO: That the County Board Chairman of McLean County, Illinois is authorized to execute the Amendment to the Enterprise Zone Intergovernmental Agreement between the Town of Normal, the City of Bloomington, the City of Gibson City, the County of McLean, and the County of Ford (the "Enterprise Zone Intergovernmental Agreement") attached as Exhibit B.

SECTION THREE: That the provisions of Sections 1 and 2 apply if and only if the Enterprise Zone, as set forth under Ordinance 015-063, is certified under Section 5.3 of the Illinois Enterprise Zone Act.

SECTION FOUR: That this Ordinance takes effect 10 days after the date of its publication.

SECTION FIVE: That the County Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as required by law and forward a certified copy of this Ordinance to the Illinois Department of Commerce and Economic Opportunity for its approval and to file a certified copy of this Ordinance.

SECTION SIX: That this Ordinance is adopted pursuant to the authority granted the Town of Normal, Illinois by the Illinois Enterprise Zone Act.

SECTION SEVEN: That the Enterprise Zone Administrator is hereby authorized and directed to execute an amendment to the Enterprise Zone once the Enterprise Zone is certified under Section 5.3 of the Illinois Enterprise Zone Act.

APPROVED:

Chairman

ATTEST:

County Clerk

(Seal)

The foregoing ordinance was approved by the Chairman of McLean County Board on the ____ day of _____, 2016.

Exhibit A

**LEGAL DESCRIPTION OF PROPERTY PROPOSED TO BE ADDED TO THE
EXISTING ENTERPRISE ZONE – DESTIHL BREWERY**

LOT 12 IN THE NINTH ADDTION TO NORTH-LAND COMMERCIAL SUBDIVISION
AND A PORTION OF LOT 2 IN GREGORY'S SUBDIVISION OF PART OF SECTION 23,
TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
ACCORDING TO THE PLAT RECORDED IN BOOK 2 OF PLATS, PAGE 558 IN THE
OFFICE OF RECORDER OF DEEDS MCLEAN COUNTY, ILLINOIS DESCRIBED AS
FOLLOWS:

COMMENCING FROM A BRASS DISK MARKING THE SOUTHEAST CORNER OF THE
NORTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 00 DEGREES 26 MINUTES 44 SECONDS WEST ALONG THE EAST
LINE OF SAID NORTHEAST QUARTER OF SECTION 23 A DISTANCE OF 1299.65 FEET;

THENCE SOUTH 89 DEGREES 33 MINUTES 16 SECONDS WEST A DISTANCE OF 48.00
FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 33 MINUTES 16 SECONDS WEST A DISTANCE OF
263.69 FEET;

THENCE NORTH 85 DEGREES 10 MINUTES 14 SECONDS WEST A DISTANCE OF
917.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF GREENBRIAR
DRIVE;

THENCE NORTHEASTELY ALONG SAID EASTERLY RIGHT-OF-WAY ALONG A
1545.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST WHOSE CHORD
BEARS NORTH 10 DEGREES 05 MINUTES 46 SECONDS EAST A DISTANCE OF 23.75
FEET;

THENCE NORTH 09 DEGREES 39 MINUTES 21 SECONDS EAST ALONG SAID
EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 43.11 FEET;

THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE ALONG
A 455.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST WHOSE CHORD
BEARS NORTH 37 DEGREES 32 MINUTES 24 SECONDS EAST A DISTANCE OF 425.60
FEET;

THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE ALONG A 445.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST WHOSE CHORD BEARS NORTH 55 DEGREES 39 MINUTES 48 SECONDS EAST A DISTANCE OF 150.88 FEET;

THENCE SOUTH 85 DEGREES 10 MINUTES 14 SECONDS EAST A DISTANCE OF 564.22 FEET;

THENCE NORTH 89 DEGREES 33 MINUTES 16 SECONDS EAST 215.88 FEET;

THENCE SOUTH 00 DEGREES 26 MINUTES 44 SECONDS EAST A DISTANCE OF 517.80 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT CONTAINS 544,022.81 SQUARE FEET (12.489 ACRES) MORE OR LESS.

PIN #14-23-200-018 AND PART OF PIN #14-23-200-016 SHOWN AS LOTS 12 AND 13 ON THE ATTACHED MAP.

ALSO,

A STRIP OF LAND 3 FOOT WIDE IN THE NORTHEAST QUARTER OF SECTION 23 TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS, AND LYING 1.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT 100.00 FEET WESTERLY AT A RIGHT ANGLE FROM THE CENTERLINE OF F.A.P 704 (VETERANS PARKWAY) AT STATION 382+00 AS SHOWN ON RIGHT-OF-WAY PLANS RECORDED AS DOCUMENT NO. 2002-02124 IN THE OFFICE OF RECORDER OF DEEDS MCLEAN COUNTY;

THENCE EAST 100.00 FEET TO SAID CENTERLINE;

THENCE SOUTH ALONG THE SAID CENTERLINE OF F.A.P. 704 (VETERANS PARKWAY) TO STATION 379+88 POINT ALSO BEING THE INTERSECTION OF THIS LINE WITH THE CENTERLINE OF SHEPARD ROAD;

THENCE SOUTH 85 DEGREES 10 MINUTES 14 SECONDS EAST ALONG SAID CENTERLINE OF SHEPARD ROAD A DISTANCE OF 655.00 FEET TO THE INTERSECTION OF THIS LINE WITH THE CENTERLINE OF GREENBRIAR DRIVE;

THENCE NORTH 04 DEGREES 49 MINUTES 46 SECONDS EAST ALONG THE SAID CENTERLINE OF GREENBRIAR DRIVE A DISTANCE OF 694.71 FEET;

THENCE NORTHEASTERLY ALONG SAID CENTERLINE ALONG A 575.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST WHOSE CHORD BEARS NORTH 17 DEGREES 26 MINUTES 40 SECONDS EAST A DISTANCE OF 251.16 FEET;

THENCE NORTH 30 DEGREES 03 MINUTES 33 SECONDS EAST ALONG SAID CENTERLINE A DISTANCE OF 206.92 FEET;

THENCE NORTHEASTERLY ALONG SAID CENTERLINE ALONG A 1500.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST WHOSE CHORD BEARS NORTH 20 DEGREES 16 MINUTES 12 SECONDS EAST A DISTANCE OF 510.06 FEET;

THENCE SOUTH 79 DEGREES 31 MINUTES 09 SECONDS EAST A DISTANCE OF 45.00 FEET TO THE POINT OF TERMINUS, POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID GREENBRIAR DRIVE. SIDELINES MAY LENGTHENED OR SHORTENED TO TERMINATE ON SAID RIGHT-OF-WAY LINE.

SAID DESCRIBED TRACT CONTAINS .184 ACRES MORE OR LESS.

TOTAL OF ALL ABOVE DESCRIBED TRACTS IS 12.673 ACRES OR .0198 SQUARE MILES.

Exhibit B

**AMENDMENT TO ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT --
TO INCLUDE NEW TERRITORY**

This Amendment is entered into the ____ day of _____, 2016, by and among the City of Bloomington, the Town of Normal, the County of McLean, the County of Ford and the City of Gibson City, pursuant to the authority granted under Article VII, Section 10 of the Illinois Constitution and State law.

WHEREAS, the City of Bloomington, the Town of Normal, the County of McLean, the County of Ford and the City of Gibson City, entered into an Intergovernmental Agreement in November, 2015, for the purpose of establishing and operating an Enterprise Zone within the jurisdiction of said parties pursuant to the Illinois Enterprise Zone Act (the "Act"); and

WHEREAS, application for an Enterprise Zone has been made to the Illinois Department of Commerce and Economic Opportunity pursuant to the Act; and

WHEREAS, the application for said Enterprise Zone encompasses approximately 14.08 square miles; and

WHEREAS, the Act allows an Enterprise Zone to encompass up to 15 square miles if the Zone is a joint effort of four or more units of government; and

WHEREAS, it has been determined that certain additional territory contiguous to the Enterprise Zone totaling up to approximately .0198 square miles would be benefited by being encompassed within the boundaries of said Enterprise Zone; and

WHEREAS, it would be in the best interests of the citizens of the City of Bloomington, the Town of Normal, the County of McLean, the City of Gibson City and the County of Ford, that said additional territory be included in the Enterprise Zone if said original Enterprise Zone is approved by the Department of Commerce and Economic Opportunity.

NOW, THEREFORE, BE IT AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. That Section 2 "Description" of the November, 2015 Intergovernmental Agreement, and the property described in Appendix "A" of that Agreement and incorporated in said Section by reference, is hereby amended to include the area described in Exhibit A attached hereto (the "Amended Area"), and the Amended Area is hereby designated as part of the Enterprise Zone pursuant to and in accordance with the Act, subject to the approval of the State as provided in the Act.
2. Except to the extent amended hereby, that all provisions, agreements, stipulations, rights, obligations, and duties set forth in the original Intergovernmental Agreement are hereby ratified and confirmed, and are hereby applied to the Amended Area of the Enterprise Zone in their entirety.

THE UNDERSIGNED PARTIES HAVE CAUSED THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT TO BE EXECUTED BY THEIR DULY DESIGNATED OFFICIALS, PURSUANT TO AUTHORITY CONFERRED BY THEIR RESPECTIVE GOVERNING BODIES THE DATE FIRST SHOWN ABOVE.

City of Bloomington
a Municipal Corporation

By _____
Mayor

Attest:

City Clerk

Town of Normal
a Municipal Corporation

By _____
Mayor

Attest:

City Clerk

County of McLean
a Body Politic and Corporate

By: _____
County Board Chairman

Attest:

County Clerk

County of Ford
a Body Politic and Corporate

By: _____
County Board Chairman

Attest:

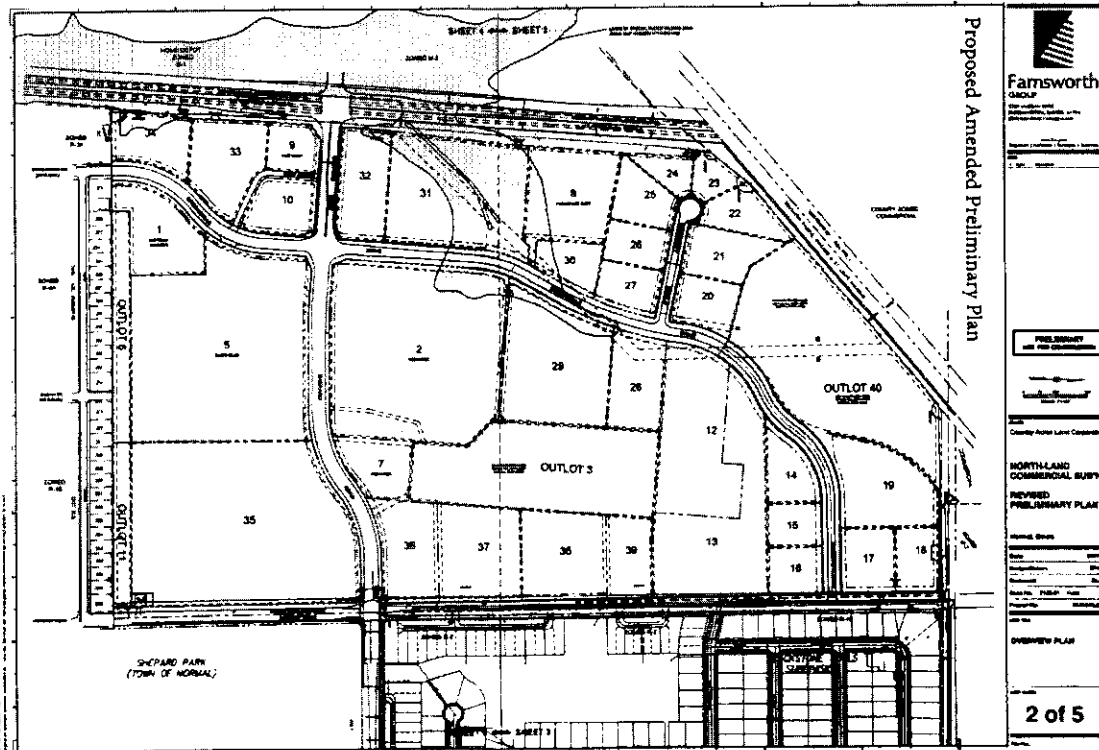
County Clerk

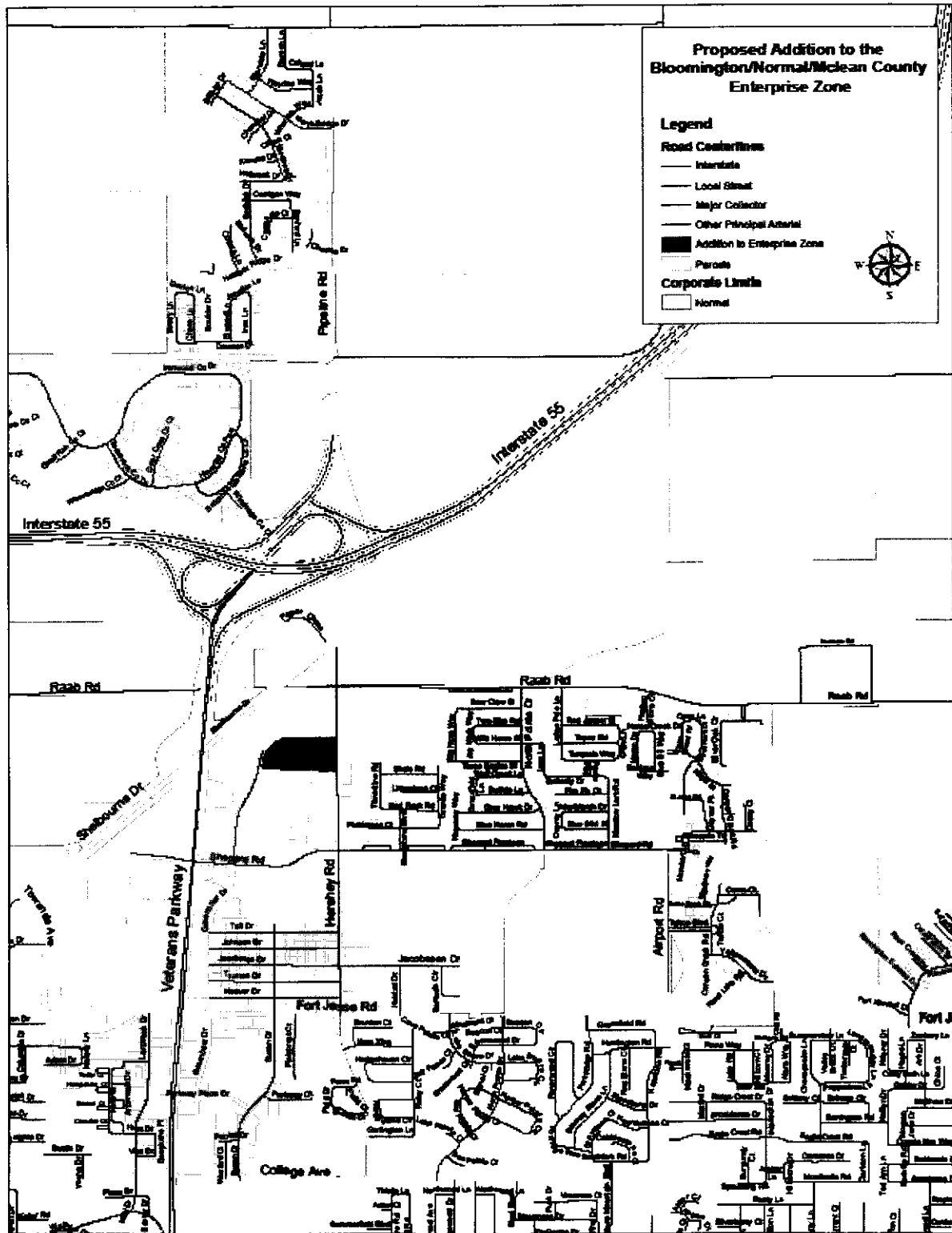
City of Gibson City
A Municipal Corporation

By: _____
Mayor

Attest:

City Clerk





Page	: 1 of 1	07/14/2016 13:18:44	Ad Number	: 11858949
Order Number	: 20824794		Ad Key	:
PO Number	:		Salesperson	: L88 - LEGALS
Customer	: 60084642 Economic Development Council		Publication	: Pantagraph
Contact	:		Section	: Legals
Address1	: 200 W. College Ave., Ste. 402		Sub Section	: Legals
Address2	:		Category	: 0995 Public Notices
City St Zip	: Normal IL 61761		Dates Run	: 07/18/2016-07/18/2016
Phone	: (309) 452-8437		Days	: 1
Fax	:		Size	: 1 x 3.92, 38 lines
	:		Words	: 142
Printed By	: Collins, Carol		Ad Rate	: Legal Inside
Entered By	: Collins, Carol		Ad Price	: 126.08
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	:		Amount Due	: 126.08
Keywords	: 20824794 LEGAL NOTICE Notice of Public Hearing to			
Notes	:			
Zones	:			

20824794

LEGAL NOTICE

Notice of Public Hearing to
Amend the
Bloomington/Normal/McLean
County Enterprise Zone

Public notice is hereby given pursuant to the Illinois Enterprise Zone Act that a public hearing will be held on Tuesday July 26, 2016, 2016, at 10:00am at Normal City Hall 4th floor, 11 Uptown Circle, Normal, Illinois 61761. The purpose of the public hearing is to present information and take testimony on the following proposed amendment and modifications to the Bloomington/Normal/McLean County, Gibson City and Ford County Enterprise Zone, including, without limitation:

1. An Amendment to the Enterprise Zone Boundary.

Individuals with disabilities who plan to attend the hearing and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities, are requested to contact the Enterprise Zone Administrator, Kyle Ham, at 309-452-8437.

Members Soeldner/Selzer moved the County Board approve a Request approval of an Ordinance Amending "An Ordinance Describing and Designating an Area as an Enterprise Zone" - Destihl Brewery. After further discussion and Members Cavallini and Wendt indicated they would be voting against this proposal. On a roll call vote, 14 yes and 3 nays vote Ordinance was approved. Clerk Michael shows all Members present voting on the motion. Motion carried.



Michelle L. Anderson
COUNTY AUDITOR

Government Center

115 E. Washington Street, Room 402 • PO Box 2400 • Bloomington, IL 61702-2400
(309) 888-5148 • Fax (309) 888-5209

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APPROVAL OF BILLS
Members Cavallini/Wollrab
presented the following:

MCLEAN COUNTY BOARD COMPOSITE

August 16, 2016

2016 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$212,736.72	\$212,736.72
Finance		\$624,172.32	\$624,172.32
Justice		\$378,259.92	\$378,259.92
Land Use		\$1,315.85	\$1,315.85
Property		\$1,405,292.14	\$1,405,292.14
Transportation		\$748,324.87	\$748,324.87
Health/Nursing Home		\$169,090.20	\$169,090.20
Health/Jail Med & JDC Med		\$60,579.24	\$60,579.24
Health/Board of Health		\$229,742.59	\$229,742.59
Health/Dev. Disability Board		\$57,955.28	\$57,955.28
Total	\$0.00	\$3,887,469.13	\$3,887,469.13


John McIntyre, Chairman
McLean County Board

Members Cavallini/Wollrab moved the County Board approve the approval of Bills. Clerk Michael shows all Members present voting on the motion. Motion carried.

2. That the County Auditor is directed to add to the appropriation budget of the County Highway Department Fund 0120, Highway Department 0055, the following appropriation:


	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Highway Department Capitalized Assets 0120-0055-0056-0850-0001	\$515,593	\$45,000	\$560,593

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer and County Engineer.

ADOPTED by the McLean County Board the 16th day of August 2016.

ATTEST:

APPROVED:


Kathy Michael, Clerk of the County Board
McLean County, Illinois


John D. McIntyre, Chairman
McLean County Board

Members Selzer/Harris moved the County Board approve a Request approval of an Emergency Appropriation Ordinance for Fund 120 - Highway Department. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.

The meeting was adjourned until September 20, 2016 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 9:23 a.m.

John D. McIntyre, Chair
McLean County Board

Kathy Michael
Kathy Michael
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Kathy Michael, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 16th day of August, 2016 and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 16th day of August, 2016.

Kathy Michael
Kathy Michael
McLean County Clerk